UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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ART UNIT	PAPER NUMBER
3628	

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Please find below and/or attached an Office communication concerning this application or proceeding.

	Application No.	Applicant(s)
Office Action Summary	09/916,881	WILCE ET AL.
	Examiner	Art Unit	
	Jennifer Liversedge	3628	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _27 July 2001_.
2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.
3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-45_ is/are pending in the application.
   4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5)☐ Claim(s) _____ is/are allowed.
6)☒ Claim(s) _1-45_ is/are rejected.
7)☐ Claim(s) _____ is/are objected to.
8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.
10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.
   Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
   Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
   a)☐ All b)☐ Some * c)☐ None of:
   1.☐ Certified copies of the priority documents have been received.
   2.☐ Certified copies of the priority documents have been received in Application No. _____.
   3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
   * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3)☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
   Paper No(s)/Mail Date _7/27/2001, 6/09/2003, 4/01/2004_
4)☐ Interview Summary (PTO-413)
   Paper No(s)/Mail Date. _____.
5)☐ Notice of Informal Patent Application (PTO-152)
6)☐ Other: _____.

U.S. Patent and Trademark Office   _5/03/2004, 10/22/2004_
PTOL-326 (Rev. 7-05)   Office Action Summary   Part of Paper No./Mail Date 20060112

DETAILED ACTION

Specification

The disclosure is objected to because of the following informalities:

Item 2060 on Figure 20 is not referenced in the disclosure.

Item 2740 on page 40, line 13 should be Item 2750.

Appropriate correction is required.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claim 14 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. The term "legacy agreement system" is not defined in the specification.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim 14 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The Examiner is unable to determine the meaning intended

by the Applicant in the use of the term "legacy agreement system". The claim has not

been examined against prior art due to the lack of understanding of the meaning of this

term.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that

form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1-3, 5-11, 15-21, 23 and 42-45 are rejected under 35 U.S.C. 102(e) as

being anticipated by U.S. 2002/0188539 A1 to Axelrad et al (further referred to as

Axelrad).

Regarding claim 1, Axelrad discloses a method for facilitating definition of a

transaction agreement associated with a plurality of product types (page 3, paragraphs

0030 and 0032), comprising:

Automatically determining an agreement type based on the plurality of product

types and a covered products matrix (page 5, paragraphs 0052-0054); and

Determining, in accordance with the agreement type, an agreement term

between a party and a counter-party (page 5, paragraph 0054).

Regarding claim 2, Axelrad discloses the method wherein the covered products

matrix is associated with at least one of: (i) a plurality of covered products types, and (ii)

a plurality of transaction instruments (page 3, paragraphs 0030 and 0032; page 5,

paragraph 0052).

Regarding claim 3, Axelrad discloses the method wherein at least one covered

product type comprises: (i) an equity product, (ii) a stock product, (iii) an index product,

(iv) a fixed income product, (v) a bond product, (vi) a bank loan product, (vii) a whole

loan product, (viii) an interest rate product, (ix) a credit derivative product, (x) a

commodity product, (xi) a metal product, (xii) an energy product, and (xiii) an agricultural

product (page 2, paragraphs 0025- 0029, page 3, paragraphs 0030 and 0032; page 5,

paragraph 0052).

Regarding claim 5, Axelrad discloses the method wherein the covered products

matrix further includes at least one of: (i) an indication of approval, (ii) an indication of

disapproval, (iii) an indication of a pending status, (iv) compliance authorization

information, (v) default information, (vi) party information, (vii) counter-party information,

(viii) legal information, (ix) master agreement information, and (x) credit information

(page 5, paragraphs 0052 and 0054).

Regarding claim 6, Axelrad discloses the method wherein the transaction

agreement is associated with at least one of: (i) a set of rights between the party and

the counter-party, and (ii) a legal contract (page 2, paragraph 0026; page 5, paragraph

0054).

Regarding claim 7, Axelrad discloses the method wherein the agreement type is

associated with at least one of: (i) a set of rights between the party and the counter-

party, (ii) a legal contract, (iii) a product type, (iv) a monetary amount, (v) a transaction

instrument, (vi) the party, and (vii) the counter-party (page 2, paragraph 0026; page 5,

paragraph 0054).

Regarding claim 8, Axelrad discloses the method wherein the agreement term is

associated with at least one of: (i) a set of rights between the party and the counter-

party, (ii) a legal contract, (iii) a product type, (iv) a monetary amount, (v) a transaction

instrument, (vi) the party, and (vii) the counter-party (page 2, paragraph 0026; page 5,

paragraph 0054).

Regarding claim 9, Axelrad discloses the method wherein determining an

agreement type comprises:

Determining a general document type (page 5, paragraph 0053); and

Determining a refinement to the general document type (page 5, paragraph 0054).

Regarding claim 10, Axelrad discloses the method wherein said automatically determining the agreement term comprises defining the agreement term based on a pre-stored default transaction term (page 5, paragraphs 0052-0054).

Regarding claim 11, Axelrad discloses the method wherein automatically determining the agreement term comprises defining the agreement term based on information received from a user of an agreement modeling system (page 5, paragraphs 0052-0054).

Regarding claim 15, Axelrad discloses the method wherein automatically determining the agreement term comprises automatically determining the agreement term based on the plurality of product types (page 1, paragraphs 0008 and 0010; page 3, paragraphs 0032 and 0035; page 5, paragraph 0052 and 0054).

Regarding claim 16, Axelrad discloses a method for facilitating definition of a transaction agreement, comprising

Determining an agreement type (page 5, paragraphs 0052-0054);

Determining an agreement term (page 5, paragraph 0054); and

Generating an indication based on an evaluation of the agreement type and the

agreement term (page 5, paragraphs 0052 and 0054).

Regarding claim 17, Axelrad discloses the method wherein the transaction

agreement is associated with a plurality of financial product types, and further

comprising evaluating the agreement type and the agreement term based on the

plurality of financial product types and a covered financial products matrix (page 1,

paragraph 0008 and 0010; page 3, paragraphs 0030, 0032 and 0035; page 5,

paragraphs 0052 and 0054).

Regarding claim 18, Axelrad discloses the method wherein the indication is

provided to at least one of: (i) a user of an agreement modeling system, and (ii) a

satellite system (page 5, paragraph 0052).

Regarding claim 19, Axelrad discloses a method for facilitating definition of a

contract, comprising

Determining a contract type (page 5, paragraphs 0052-0054);

Determining, in accordance with the contract type, a contract term between a

party and a counter-party (page 2, paragraph 0026; page 5, paragraph 0054); and

Generating an indication based on an evaluation of the agreement type and the

agreement term (page 5, paragraphs 0052 and 0054).

Regarding claim 20, Axelrad discloses the method wherein the contract is

associated with at least one financial product type, and at least one of the contract type

and the contract terms are automatically determined based at least in part on the

financial product type (page 3, paragraphs 0030 and 0032; page 5, paragraphs 0052-

0054).

Regarding claim 21, Axelrad discloses the method wherein determining a

contract type comprises:

Providing to the user a list of potential contract groups (page 2, paragraph 0029;

page 3, paragraphs 0030 and 0035);

Receiving from the user an indication of a selected contract group (page 3,

paragraph 0032 and 0038);

Based on the selected contract group, providing to the user a list of potential

contract types (page 5, paragraphs 0052-0054); and

Receiving from the user an indication of a selected contract type (page 5,

paragraphs 0052-0054).

Regarding claim 23, Axelrad discloses the method wherein determining the

contract term is performed via an automated contract interface (page 1, paragraphs

0008 and 0010).

Regarding claim 42, Axelrad discloses an apparatus for facilitating definition of a

transaction agreement associated with a plurality of product types, comprising:

A processor (page 2, paragraph 0024-0025);

A storage device in communication with the processor and storing instructions

adapted to be executed by the processor (Figure 12; page 1, paragraph 0008) to:

Automatically determine an agreement type based on the plurality of product

types and a covered products matrix (page 5, paragraphs 0052-0054); and

Determine, in accordance with the agreement type, an agreement term between

a party and a counter-party (page 5, paragraph 0054).

Regarding claim 43, Axelrad discloses the apparatus wherein the storage device

further stores an agreement information database (page 1, paragraph 0008; page 2,

paragraph 0025, Figure 12).

Regarding claim 44, Axelrad discloses the apparatus further comprising: a

communication device coupled to the processor and adapted to communicate with at

least one of: (i) a client device, (ii) an agreement modeling system controller, and (iii) a

satellite system (page 1, paragraphs 0008-0010; page 2, paragraphs 0024-0026).

Regarding claim 45, Axelrad discloses a medium storing instructions adapted to

be executed by a processor to perform a method of facilitating definition of a transaction

agreement associated with a plurality of product types (page 2, paragraph 0025), the

method comprising:

Automatically determine an agreement type based on the plurality of product

types and a covered products matrix (page 5, paragraphs 0052-0054); and

Determining, in accordance with the agreement type, an agreement term

between a party and a counter-party (page 5, paragraph 0054).

Claims 24-27, 30 and 32-41 are rejected under 35 U.S.C. 102(e) as being

anticipated by US 2002/0178120 A1 to Reid et al. (further referred to as Reid).

Regarding claim 24, Reid discloses a method for facilitating agreement definition,

comprising:

Determining an agreement term (page 1, paragraph 0005; page 2, paragraphs

0023 and 0026);

Determining a term date associated with the agreement term (page 2, paragraph

0026); and

Storing an indication of the agreement term in association with an indication of

the term date, wherein an applicability of the agreement term can be automatically

determined based at least in part on the term date (page 2, paragraphs 0023 and 0026;

page 3, paragraph 0035).

Regarding claim 25, Reid discloses the method wherein the term date comprises

at least one of: (i) a term effective date, (ii) a term expiration date, (iii) a term period, and

(iv) a term entry date (page 1, paragraph 0005; page 2, paragraph 0026).

Regarding claim 26, Reid discloses the method wherein the applicability of the

agreement term can be automatically determined based further on at least one of: (i) a

current date, (ii) a term entry date, and (iii) a query date (page 1, paragraph 0005; page

2, paragraph 0026; page 3, paragraph 0032-0034).

Regarding claim 27, Reid discloses storing, in association with the agreement

term, an indication of at least one supporting agreement document (page 1, paragraph

0005-0007; page 2, paragraph 0022).

Regarding claim 30, Reid discloses a method for facilitating agreement definition,

comprising determining an agreement term (page 1, paragraph 0005; page 2,

paragraphs 0023 and 0026); and storing a value associated with the agreement term

along with an indication of a right associated with the agreement term (page 2,

paragraph 0026; page 3, paragraph 0028).

Regarding claim 32, Reid discloses a computer-implemented method for

facilitating definition of a transaction agreement between a party and a counter-party,

comprising:

Creating at least one agreement document template associated with a transaction agreement type (page 3, paragraph 0033);

Determining a plurality of agreement facts, at least one of the agreement facts being associated with at least one of the party and the counter-party (page 2, paragraph 0026; page 3, paragraphs 0029 and 0035; page 4, paragraph 0043); and

Defining an agreement document instance associated with the transaction agreement, the agreement document instance being based on the agreement template and the plurality of agreement facts (page 1, paragraph 0005; page 2, paragraph 0026; page 3, paragraph 0033; page 4, paragraph 0043).

Regarding claim 33, Reid discloses the method wherein the agreement document template includes a plurality of agreement fact sets, each agreement fact set comprising a number of agreement facts (page 3, paragraph 0027).

Regarding claim 34, Reid discloses the method wherein a plurality of agreement document templates are associated with the transaction agreement type (page 3, paragraph 0033).

Regarding claim 35, Reid discloses the method wherein a plurality of agreement document instances are defined in association with the transaction agreement (page 2, paragraph 0026; page 3, paragraph 0037; page 4, paragraph 0040).

Regarding claim 36, Reid discloses the method wherein an agreement fact is

associated with a plurality of at least of: (i) agreement document instances, and (ii)

transaction agreement types (page 2, paragraph 0026; page 3, paragraph 0027-0028).

Regarding claim 37, Reid discloses the method wherein the transaction

agreement is associated with at least one of: (i) a risk management transaction, (ii) an

over the counter product, (iii) an equity derivative, (iv) a commodity transaction, (v) an

electricity transaction, (vi) a foreign exchange transaction, (vii) a currency option, (viii) a

bond option, (ix) a synthetic agreement for forward exchange, (x) a reciprocal purchase

agreement, (xi) an interest rate swap, (xii) an interest rate cap, (xiii) an interest rate

collar, (xiv) an interest rate floor, (xv) a forward rate agreement, (xvi) a forward rate bill

agreement, and (xvii) an option to enter into an underlying interest rate swap transaction

(page 2, paragraph 0024).

Regarding claim 38, Reid discloses the method wherein the transaction

agreement comprises at least one of: (i) an INTERNATIONAL SWAP DEALERS

ASSOCIATION ® agreement, (ii) a foreign exchange & options master agreemtnt, (iii)

an agreement associated with one or more currencies, and (iv) an agreement

associated with one or more jurisdiction (page 4, paragraph 0040).

Regarding claim 39, Reid discloses the method wherein the transaction

agreement includes at least one of: (i) date information, (ii) agreement interpretation

information, (iii) obligation information, (iv) representation information, (v) sub-

agreement information, (vi) default event information, (vii) termination event information,

(viii) transafer information, (ix) expenses information, (x) notice information, (xi)

governing law information, (xii) definition information, a master agreement, (xiii) a

schedule to a master agreement, and (xiv) at least one addenda to a master agreement

(page 1, paragraph 0005; page 2, paragraph 0026; page 3, paragraph 0028, 0030 and

0035).

Regarding claim 40, Reid discloses the method wherein at least one agreement

fact comprises at least one of: (i) a party identifier, (ii) a counter-party identifier, (iii) an

agreement identifier, (iv) a name, (v) address information, (vi) contact information, (vii)

an effective date, (viii) an expiration date, (ix) an area of origin, (x) an indication of

governing law, (xi) an area of organization, (xii) a standard classification code, (xiii) a

functional business area, and (xiv) beneficial ownership information (page 1, paragraph

0005 and 0006; page 2, paragraph 0026; page 3, paragraph 0035).

Regarding claim 41, Reid discloses the method wherein at least one agreement

fact is associated with at least one of: (i) a data type, (ii) a data source, (iii) a security

class, and (iv) an attribute (page 1, paragraph 0006; page 2, paragraph 0026; page 3,

paragraph 0027).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

The factual inquiries set forth in *Graham* **v.** *John Deere Co.*, 383 U.S. 1, 148

USPQ 459 (1966), that are applied for establishing a background for determining

obviousness under 35 U.S.C. 103(a) are summarized as follows:

1.   Determining the scope and contents of the prior art.
2.   Ascertaining the differences between the prior art and the claims at issue.
3.   Resolving the level of ordinary skill in the pertinent art.
4.   Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claim 22 is rejected under 35 U.S.C. 103(a) as being unpatentable over Axelrad.

Axelrad discloses the method wherein determining the contract term is performed via at

least one of: (i) an agreement rule, (ii) a document rule, (iii) a fact set rule, and (iv) a fact

rule (page 5, paragraphs 0052-0054). Axelrad does not specifically use the terminology

such as agreement rule or document rule, however, it would be obvious to one of

ordinary skill in the art that a method for automatically generating a contract term would

require rules by which such contract would be developed.

Claims 28-29 are rejected under 35 U.S.C. 103(a) as being unpatentable over
Reid.

Regarding claim 28, Reid discloses a method for facilitating definition of an
agreement between a party and a counter-party, the party including a first party entity
and a second party entity, comprising: determining a first agreement term via the first
party; and based at least in part on the first agreement term, determining a second
agreement term via the second party entity (page 1, paragraph 0007; page 3, paragraph
0029; page 4, paragraph 0043-0044). Reid does not specifically use the terms of a first
agreement term and then a second agreement term. However, Reid refers to contract
negotiations by involved parties, propositions by both parties, and then an execution of
the agreed upon terms. It would be obvious to one of ordinary skill in the art that Reid is
generating first, second, etc. agreement terms as is common practice in contract
negotiation.

Regarding claim 29, Reid discloses the method wherein at least one of the first
party entity and the second party entity comprise: (i) a business system, (ii) a legal
system, (iii) a compliance system, (iv) a credit system, (v) a treasury system, and (vi) an
operations system (page 1, paragraph 0002; page 4, paragraph 0039 and 0043).

Claim 31 is rejected under 35 U.S.C. 103(a) as being unpatentable over Reid as
applied to claim 30 above, and further in view of "Language of E-Business" in The

Statesman, April 1, 2001 (further referred to as Statesman). Reid does not disclose the

method wherein storing is performed via an extensible agreement modeling system

language. However, Statesman discloses using extensible languages (page 2, lines 8-

11 and lines 45-49). It would be obvious to one of ordinary skill in the art to use an

extensible language as disclosed by Statesman with the financial agreement system as

disclosed by Reid. The motivation would be to use a language which would facilitate

communication and document storage across systems for all users.

Claims 4, 12 and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Axelrad, and further in view of US 2002/0198833 A1 to Wohlstadter (further

referred to as Wohlstadter).

Regarding claim 4, Axelrad does not disclose the method wherein at least one

transaction instrument comprises: (i) a swap instrument, (ii) an option instrument, (iii) a

buy instrument, (iv) a sell instrument, (v) a call instrument, (vi) a put instrument, (vii) a

forward instrument, (viii) a pre-paid forward instrument, (ix) a spot instrument, (x) a

repurchase agreement instrument, (xi) a loan instrument, (xii) a warrant instrument, and

(xiii) a contract for differences instrument.

However, Wohlstadter discloses the method wherein at least one transaction

instrument comprises: (i) a swap instrument, (ii) an option instrument, (iii) a buy

instrument, (iv) a sell instrument, (v) a call instrument, (vi) a put instrument, (vii) a

forward instrument, (viii) a pre-paid forward instrument, (ix) a spot instrument, (x) a

repurchase agreement instrument, (xi) a loan instrument, (xii) a warrant instrument, and

(xiii) a contract for differences instrument (page 1, paragraphs 0003 and 0005).

It would be obvious to one of ordinary skill in the art to combine the transaction

instruments as disclosed by Wohlstadter with the financial agreement system as

disclosed by Axelrad. The motivation would be that financial agreements would be of a

nature to be bought, sold, traded, etc. such that the impetus for developing an

agreement would be to facilitate such a transaction.

Regarding claim 12, Axelrad does not disclose the method wherein automatically

determining the agreement term comprises defining the agreement term based on

information received from a satellite system. However, Wohlstadter discloses the

method wherein automatically determining the agreement term comprises defining the

agreement term based on information received from a satellite system (page 10,

paragraph 0104). It would be obvious to one of ordinary skill in the art to combine the

use of a satellite system for receiving information as disclosed by Wohlstadter with the

financial agreement system as disclosed by Axelrad. The motivation would be that a

satellite is one of many well know means by which information is communicated among

parties in a wireless system.

Regarding claim 13, Axelrad does not disclose the method wherein the satellite

system comprises at least one of: (i) a business system, (ii) a legal system, (iii) a

compliance system, (iv) a credit system, (v) a treasury system, and (vi) an operations

system. However, Wohlstadter discloses the method wherein the satellite system

comprises at least one of: (i) a business system, (ii) a legal system, (iii) a compliance

system, (iv) a credit system, (v) a treasury system, and (vi) an operations system (page

10, paragraphs 0104-0108). It would be obvious to one of ordinary skill in the art to

combine the implementation of various systems as disclosed by Wohlstadter with the

financial agreement system as disclosed by Axelrad. The motivation would be the

computer would be set up to run various programs within the general fields of business,

legal, etc. in order to process the information received within a framework of generating

agreements.

Conclusion

The prior art made of record and not relied upon is considered pertinent to

applicant's disclosure:

US2002/0087534 A1 to Blackman et al. discloses an agreement management

system and method operating on a network, including an agreement database for forms

and data, and uses templates.

US 2002/0095311 A1 to Donahue discloses a contract negotiation system and

method in which parties select actions based on each others actions, and uses rule-

based agreement terms.

WO 01/75745 A1 to Whitesage discloses a contract system and method between

multiple parties in which terms are identified using term rules.

Any inquiry concerning this communication should be directed to Jennifer Liversedge whose telephone number is 571-272-3167. The examiner can normally be reached on Monday – Friday, 8:30 – 5 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Sam Sough can be reached at 571-272-6799. The fax number for the organization where the application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Jennifer Liversedge

Examiner

Art Unit 3628
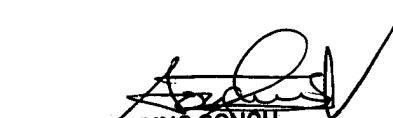
HYUNG SOUGH
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600